

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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STATE OF NEW YORK, *et al.*,

Plaintiffs,

MEMORANDUM AND ORDER

-against-

CV 12-3755 (LDW) (WDW)

THE MONTFORT TRUST, *et al.*,

Defendants.

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JOHN L. BRADLEY, JR.,

Defendant and Third-Party Plaintiff,

-against-

O.J.V. REALTY CORP, *et al.*,

Third-Party Defendants.

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THE MONTFORT TRUSTS, *et al.*,

Defendant and Third-Party Plaintiffs,

-against-

MUSSO 3636 LLC, *et al.*,

Third-Party Defendants.

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WEXLER, District Judge

Plaintiffs State of New York and the New York State Department of Environmental Conservation brought this action against various defendants, including John L. Bradley, Jr. (“Bradley”), asserting various claims under the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. 9601 et seq.

§ 9601 *et seq.*, and New York common law. Bradley filed a third-party action against O.J.V. Realty Corp., Musso 3636 LLC, Musso Properties LLC, and Victor A. Musso (collectively, “Musso”). Musso answered Bradley’s third-party complaint. Bradley now moves for summary judgment against Musso pursuant to Rule 56 of the Federal Rules of Civil Procedure for alleged breach of an indemnification agreement. Musso opposes the motion.

Upon consideration, the Court finds that genuine disputes of material fact exist precluding the entry of summary judgment. *See* Fed. R. Civ. P. 56(a) (party seeking summary judgment must demonstrate that “there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law”); *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986).

Accordingly, Bradley’s motion for summary judgment is denied.

SO ORDERED.

/s/

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LEONARD D. WEXLER  
UNITED STATES DISTRICT JUDGE

Dated: Central Islip, New York  
January 28, 2014